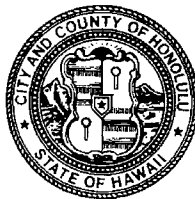


DEPARTMENT OF COMMUNITY SERVICES
CITY AND COUNTY OF HONOLULU

715 SOUTH KING STREET, SUITE 311 • HONOLULU, HAWAII 96813 • AREA CODE 808 • PHONE: 768-7762 • FAX: 768-7792

KIRK CALDWELL
MAYOR



GARY K. NAKATA
DIRECTOR

BARBARA YAMASHITA
DEPUTY DIRECTOR

January 8, 2016

The Honorable Ernest Y. Martin
Chair and Presiding Officer
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

RECEIVED
CITY CLERK
C & C OF HONOLULU
2016 JAN 12 AM 10:38

Dear Chair Martin and Councilmembers:

SUBJECT: Intergovernmental Agreement Not Requiring Expenditure of City Funds

Pursuant to Revised Ordinances of Honolulu, 1-8.2(c), relating to intergovernmental agreements not requiring expenditure of City funds, we are submitting for approval the attached Agreement between the City and County of Honolulu, Department of Community Services and the State of Hawaii, Department of Human Services, Division of Vocational Rehabilitation (Agreement). The Agreement will allow the City to accept and expend funds for the Summer Youth Employment Program (SYEP) to serve students and youths with disabilities.

As the Mayor's designee, I certify: (1) that the Agreement will not be executed until approved, (2) that the Agreement does not require the expenditure of City funds, and (3) that the City has not already accepted funds related to this Agreement. As Director of the Department of Community Services, I am the City official authorized to execute the Agreement.

If you have any questions relating to this matter, please contact me at 768-7760.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary K. Nakata".

Gary K. Nakata
Director

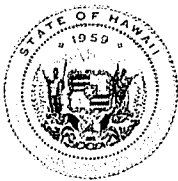
Attachment

APPROVED:

A handwritten signature in black ink, appearing to read "Roy K. Amemiya Jr.".

Roy K. Amemiya Jr.
Managing Director

CONTRACT NO. _____



**STATE OF HAWAI'I
CONTRACT FOR HEALTH AND HUMAN SERVICES:
TRANSACTIONS EXEMPT FROM CHAPTER 103F, HRS**

This Contract, executed on the respective dates indicated below, is effective as of
Upon notice to proceed or January 1 _____, 20 ¹⁶ _____ between the _____
Department of Human Services, Division of Vocational Rehabilitation

(Name of the state department, agency board or commission)

State of Hawai'i ("STATE"), by its Director of Human Services

(Title of person signing for the STATE)

whose address is: _____
1390 Miller Street, Room 209
Honolulu, Hawaii 96813

and City and County of Honolulu, Department of Community Services

(Name of PROVIDER)

("PROVIDER"), a Government Entity

(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

under the laws of the State of Hawaii _____ whose business street address and taxpayer
identification numbers are as follows:

Business street address:
715 South King Street, Suite 200
Honolulu, Hawaii 96813

Mailing address if different than business street address:

Federal employer identification number: 99-6001257
Hawai'i general excise tax number: NA

RECITALS

1. This Contract is for a purchase of health and human services that is exempt from the requirements of chapter 103F, Hawai'i Revised Statutes, ("HRS"), because:

- ☒ this Contract is between or among government agencies as provided in Section 103F-101(a)(2), HRS;
- ☐ this Contract is to award grants or subsidies of state funds appropriated by the legislature to a specific organization as provided in section 103F - 101(a)(1), HRS, and section 3-141- 503(a)(2), Hawai'i Administrative Rules, or to award subawards and subgrants to specific organizations directed by the funding source as provided in section 3-141-503(a)(1);
- ☐ this Contract is wholly or partly funded from federal sources that conflict with the procedures and requirements established by chapter 103F, HRS, and its implementing regulations;
- ☐ this Contract is wholly or partly funded from federal sources that (1) identifies a target class of beneficiaries, (2) defines the requirements for a provider to be qualified to participate in the federal program, and (3) has the price of the provided health and human services dictated by federal law;
- ☐ this Contract is for an affiliation agreement with hospitals and other health care providers required for University of Hawaii clinical programs;
- ☐ this Contract is for the services of psychiatrists or psychologists in criminal or civil proceedings as required by a court order or by the rules of the court;
- ☐ this Contract is for a transaction covered by a written exemption from the Chief Procurement Officer for the STATE dated _____, 20 _____.

2. The STATE needs the health and human services described in this Contract and its attachments ("Required Services") and the PROVIDER agrees to provide the Required Services.

CONTRACT NO. _____

3. Money is available to fund this Contract pursuant to:

(1) NA
(Identify state sources)

in the amount of 0.00, or
(state funding)

(2) CFDA 84.126
(Identify federal sources)

in the amount of \$684,267.82, or both.
(federal funding)

D. The STATE is authorized to enter into this Contract pursuant to:

Chapter 348-7, HRS

(Legal authority for Contracts)

E. The undersigned representative of the PROVIDER represents, and the STATE relies upon such representation, that he or she has authority to sign this Contract by virtue of (check any or all that apply):

- ☐ corporate resolutions of the PROVIDER or other authorizing documents such as partnership resolutions;
- ☐ corporate by-laws of the PROVIDER, or other similar operating documents of the PROVIDER, such as a partnership contract or limited liability company operating contract;
- ☐ the PROVIDER is a sole proprietor and as such does not require any authorizing documents to sign this Contract;
- ☒ The PROVIDER is a government entity, and the undersigned representative of the PROVIDER is duly-authorized to execute contracts on behalf such government entity;
- ☐ other evidence of authority to sign:

F. The PROVIDER has provided a "Certificate of Insurance" to the STATE that shows to the satisfaction of the STATE that the PROVIDER has obtained liability insurance which complies with paragraph 1.4 of the General Conditions of this Contract and with any relevant special condition of this Contract.

G. The PROVIDER produced, and the STATE inspected, a tax clearance certificate as required by section 103-53, HRS.

EXEMPT TRANSACTIONS

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the PROVIDER agree as follows:

1. Scope of Services. The PROVIDER shall, in a proper and satisfactory manner as determined by the STATE, provide the Required Services set forth in Attachment "1" to this Contract, which is hereby made a part of this Contract, and the Request for Proposals ("RFP"), and the PROVIDER's Proposal, which are incorporated in this Contract by reference. In the event that there is a conflict among the terms of this Contract, and either the Proposal or the RFP, or both, then the terms of this Contract shall control.

2. Time of Performance. The PROVIDER shall provide the Required Services from January 1 _____, 20 16 _____, to December 31 _____, 20 16 _____, as set forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. Compensation. The PROVIDER shall be compensated ☒ in a total amount for all required services not to exceed -- Six Hundred Eighty Four Thousand, Two Hundred Sixty Seven and 82/100 -- DOLLARS (\$ 684,267.82 _____), which amount includes all fees and costs incurred and any federal, state and local taxes as set forth in attachment "3" to this Contract, which is hereby made a part of this Contract.

☐ based upon referrals to the PROVIDER from the STATE, payment for each such referral shall be made according to Attachment "3". The STATE shall provide a minimum of _____ referrals to the PROVIDER.

4. Reporting Requirements. In addition to whatever other reports may be required elsewhere in this Contract, the PROVIDER shall also submit a Final Project Report, by (date) January 31 _____, 20 17 _____. No amendment to the PROVIDER's Final Project Report shall be considered after (date) January 31 _____, 20 17 _____.

5. Certificate of Exemption from Civil Service. The Certificate of Exemption from Civil Service is attached and made a part of this Contract.

6. Standards of Conduct Declaration. The Standards of Conduct Declaration of the PROVIDER is attached and made a part of this Contract.

CONTRACT NO. _____

7. General and Special Conditions. The General Conditions for Health and Human Services Contracts ("General Conditions") and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.
8. Notices. Any written notice required to be given by any party under this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid.

Notice required to be given to the STATE shall be sent to:

600 Kapiolani Blvd., Room 304

Honolulu, Hawaii 96813

Notice to the PROVIDER shall be sent to the mailing address as indicated on page 1. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The PROVIDER is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures below.

STATE

By _____
(Signature)

Print Name Rachael Wong, DrPH

Print Title Director of Human Services

Date _____

FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

EXEMPT TRANSACTIONS

Page 5 of 6

AG Form 103F6 (02/09)

CONTRACT NO. _____

CORPORATE SEAL
(if available)

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

APPROVED AS TO FORM:

APPROVED AS TO FORM AND LEGALITY:

Deputy Attorney General

Deputy Corporation Counsel

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development¹.

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawai‘i Revised Statutes (“HRS”).

(Signature)

Rachael Wong, DrPH

(Print Name)

Director of Human Services

(Print Title)

(Date)

¹ This part of the form may be used by all department heads and others to whom the Director of Human Resources Development (DHRD) has delegated authority to certify §76-16, HRS, civil service exemptions. The specific paragraph(s) of §76-16, HRS, upon which an exemption is based should be noted in the contract file. **NOTE:** Authority to certify exemptions under §§ 76-16(2), 76-16(12), and 76-16(15), HRS, has not been delegated; only the Director of DHRD may certify §§76-16(2), 76-16(12), and 76-16(15) exemptions.

2. By the Director of Human Resources Development, State of Hawai‘i.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Print Name)

(Print Title, if designee of the Director of DHRD)

(Date)

**PROVIDER'S
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

“Agency” means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of:

City and County of Honolulu, Department of Community Service

(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the

* Reminder to agency: If the “is” block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACT NO. _____

declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

Date _____



STATE OF HAWAII

SCOPE OF SERVICES

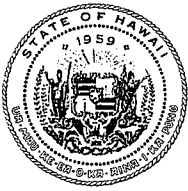
1. **Purpose.** The purpose of this Agreement is the provision of a Summer Youth Employment Program (SYEP) for consumers referred by the Division of Vocational Rehabilitation (DVR).
 - a. Target Population. The population to be served under this agreement is defined below and listed in order of priority.
 - i. Student with a Disability. In general, the term “student with a disability” means an individual with a disability who is receiving special education services from the State of Hawaii, Department of Education (DOE) under part B of the Individuals with Disabilities Education Act (IDEA) or is an individual with a disability, for purposes of Section 504. For purposes of this agreement, a Student with a Disability shall be at least 16 years old and will resume services under the DOE in Fall 2016.
 - ii. Exiting Student with a Disability. Same criteria as Student with a Disability with the exception of exiting the DOE in Summer 2016.
 - iii. Youth with a Disability. In general, the term “youth with a disability” means an individual with a disability who is not older than 24 years of age. For purposes of this Agreement, a Youth with a Disability shall be enrolled in post-secondary education.
 - iv. All other VR Consumers.
 - b. Number of Consumers to be Served, Geographical Location and Staffing.
 - i. Maximum number of VR participants to be served will be 100.
 - ii. Services shall be provided on the Island of Oahu.
 - iii. PROVIDER agrees to arrange for two (2) FTE to for preparation and closure of the SYEP/
 - iv. PROVIDER agrees to arrange for six (6) FTE at a ratio of 1:17 through 1:15 to provide Case Management Services (see e below).
 - c. Work Sites. The PROVIDER shall develop and establish work sites for the SYEP with the City and County of Honolulu, Federal, Private for Profit, and Private Non-Profit agencies.
 - i. The PROVIDER shall enter into agreements with the worksites to provide meaningful work experience for participants.
 - ii. In collaboration with DVR, the PROVIDER shall conduct training and orientations for worksite supervisors on working with youth with disabilities.
 - iii. In collaboration with DVR, the PROVIDER shall assist worksites with the provision of reasonable accommodations.
 - iv. The PROVIDER shall create training plans.
 - d. Job Matching and Placement. Through interviews, assessment results and mutual planning with the participant and DVR:
 - i. Match participant with appropriate worksite.
 - ii. Assist participants with career pathways and related opportunities.
 - iii. Provide Job Readiness Training as appropriate.
 - iv. Conduct participant orientation and process new hire paperwork.



STATE OF HAWAII

SCOPE OF SERVICES

- e. **Case Management.** Along with DVR, provide case management and follow up services to participants and support to work sites for placement retention.
 - i. After placement, monitor and follow up with participant and work site to ensure there is proper supports in place for success.
 - ii. Request job coaching, as appropriate and as needed, from DVR.
 - iii. Collect timesheets and evaluations from the worksites on a weekly basis.
 - iv. Process wage payments to participants on a bi-weekly basis.
 1. Participants of this program shall be paid \$10 an hour.
 2. Participants shall not work more than 30 hours per week.
 3. A Student with a Disability shall not work longer than six weeks.
 4. All other participants shall not work longer than eight weeks.
2. **Additional Reports.** The PROVIDER shall provide monthly expenditure reports in addition to activity reports. The PROVIDER shall furnish any additional reports or information that the STATE may reasonably require or request.
3. **Meet with STATE to Discuss Progress.** The PROVIDER shall, upon reasonable request by STATE, meet with representatives to discuss progress of work.
4. **Evaluate the Program.** Conduct an evaluation of the program at its conclusion and submit a final report to DVR.
5. **Employer Engagement and Preparation.** At the conclusion of the participants employment with the Summer Youth Employment Program, the PROVIDER shall:
 - i. Assist interested employers in developing adaptive and accessible training curriculum and materials and,
 - ii. Recruit VR participants to evaluate and demonstrate adaptive training curriculum and materials.



STATE OF HAWAII

TIME OF PERFORMANCE

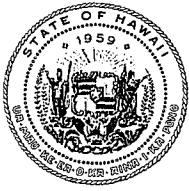
The services of the PROVIDER shall begin January 1, 2016 or upon receipt of a notice to proceed which will indicate the start date of this Agreement. The work shall be completed and accepted by the STATE not later than December 31, 2016, pending availability of funds and satisfactory performance.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

1. **Sum Not to Exceed.** Subject to continuing availability of Federal Funds, STATE agrees to pay the PROVIDER, for services satisfactorily performed under this Agreement, a sum not to exceed **SIX HUNDRED EIGHTY FOUR THOUSAND, TWO HUNDRED SIXTY SEVEN AND 82/100 DOLLARS (\$684,267.82).**
2. **STATE Payment.** Section 103-10, Hawaii Revised Statutes, provides that the STATE shall have thirty (30) calendar days after receipt of invoices or satisfactory delivery of goods or the performance of services to make payment. For this reason, STATE will not recognize any requirement established by the PROVIDER which requires payment within a shorter period, or interest payment, if any, not in conformance with statute unless agreed upon herein.
3. **Additional Obligation.** No subcontract shall be deemed in any way to provide for the encumbrance of any additional obligation of STATE other than the contract cost as specified in Agreement.
4. **No Additional Fees.** The PROVIDER agrees that no other fees for services shall be charged to eligible recipients for services provided under the terms of this Agreement unless otherwise permitted by STATE and that the inability of the Recipient to pay the Additional fees shall not be used as the basis for non-participation of the recipient who is otherwise qualified and eligible.
5. **Refund Payments for Services not Authorized.** The PROVIDER agrees to refund all payments received from STATE for any family or individual or unit of service that was not authorized by STATE. Such refunds shall be made within fifteen (15) calendar days of written notification by STATE. Should the refund not be forthcoming due to a disagreement between both parties, such dispute shall be submitted to the Director for resolution.
6. **Method of Payment.**
 - a. Payment shall be made to the PROVIDER upon presentation of invoices received from the PROVIDER, specifying to the satisfaction of STATE, that the work under this Contract has been performed in conformance with the Contract and that the PROVIDER is entitled to receive the amount payable under the terms of this Contract. Invoices shall include the PROVIDER's name shown in Contract, the PROVIDER's address, the contact number and a detailed breakdown of the PROVIDER's charges. All charges shall be supported by statements indicating who were provided services and types of services rendered.
 - b. The invoices, plus two (2) copies, shall be on forms approved by STATE.
 - c. STATE's preliminary determination of appropriateness and allowability of the reported expenditures shall be subject to later verification and subsequent audit.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

- d. If, after payment, any expenditures that are determined by STATE to be inappropriate and unallowable, STATE may require that an equivalent amount of monies be refunded to STATE.
7. **Budget Standard.** Breakdown of costs are shown on Exhibit A. Payment shall include all of the PROVIDER's services, materials, supplies, equipment, overhead, taxes, and other incidentals and operating expenses of PROVIDER for this contract.

BUDGET

Exhibit A

January 4, 2016 to December 31, 2016

Applicant/Provider: City & County of Honolulu Dept. of Community Services-WorkHawaii
 RFP No.: _____
 Contract No. (As Applicable): DHS-DVR-

BUDGET CATEGORIES	Budget Request (a)	(b)	(c)	(d)
A. PERSONNEL COST				
1. Salaries	\$ 205,539.35			
2. Payroll Taxes & Assessments	\$ 22,794.00			
3. Fringe Benefits	\$ 68,404.00			
4. 20% Administrative Cost	\$ 59,347.47			
TOTAL PERSONNEL COST	\$ 356,084.82			
B. OTHER CURRENT EXPENSES				
1. Airfare, Inter-Island				
2. Airfare, Out-of-State				
3. Audit Services				
4. Contractual Services - Administrative				
5. Contractual Services - Subcontracts				
6. Insurance				
7. Lease/Rental of Equipment				
8. Lease/Rental of Motor Vehicle				
9. Lease/Rental of Space	\$ 53,433.00			
10. Mileage	\$ 3,000.00			
11. Postage, Freight & Delivery	\$ 1,000.00			
12. Publication & Printing	\$ 2,500.00			
13. Repair & Maintenance				
14. Staff Training/Curriculum Development	\$ 7,000.00			
15. Subsistence/Per Diem				
16. Supplies/Includes Classroom	\$ 1,500.00			
17. Telecommunication/Internet	\$ 1,500.00			
18. Transportation				
19. Utilities	\$ 6,250.00			
20. Program Activities				
21. Wages for Work Experience	\$ 252,000.00			
22.				
23.				
TOTAL OTHER CURRENT EXPENSES	\$ 328,183.00			
C. EQUIPMENT PURCHASES	\$ -			
D. MOTOR VEHICLE PURCHASES	\$ -			
TOTAL (A+B+C+D)	\$ 684,267.82			
SOURCES OF FUNDING		Budget Prepared By: Jacqueline Schaeffer 768-5735 Name (Please type or print) Phone		
(a) Budget Request	\$ 684,267.82	Signature of Authorized Official Date		
(b)		Leina'ala Nakamura, Assistant Administrator WorkHawaii		
(c)		Name and Title (Please type or print)		
(d)				
TOTAL REVENUE	\$ 684,267.82	For State Agency Use Only Signature of Reviewer Date		

**BUDGET JUSTIFICATION
PERSONNEL: PAYROLL TAXES, ASSESSMENTS, AND FRINGE BENEFITS**

Applicant/Provider: City & County of Honolulu; Community Services; WorkHawaii

RFP No.: _____

Period: 1/4/2016 to 12/31/2016

Date Prepared: December 2, 2015

Contract No.: DHS-DVR-
(As Applicable)

TYPE	BASIS OF ASSESSMENTS OR FRINGE BENEFITS	% OF SALARY	TOTAL
PAYROLL TAXES & ASSESSMENTS:			
Social Security	As required by law	7.65%	15,724.00
Unemployment Insurance (Federal)	As required by law	0.00%	
Unemployment Insurance (State)	As required by law	0.06%	1,233.00
Worker's Compensation	As required by law	2.84%	5,837.00
Temporary Disability Insurance	As required by law	0.00%	
SUBTOTAL:			22,794.00
FRINGE BENEFITS:			
Health Insurance	As required by law	16.28%	33,462.00
Retirement	As required by law	17.00%	34,942.00
	As required by law		
SUBTOTAL:			68,404.00
TOTAL:			91,198.00
JUSTIFICATION/COMMENTS:			
EXHIBIT A (attached) identifies Fringe Rates effective November 9, 2015.			

BUDGET JUSTIFICATION PERSONNEL - SALARIES AND WAGES

Applicant/Provider: City & County of Honolulu, Dept. of Community Services-WorkHawaii

RFP No.:

Period: 1/4/2016 to 12/31/2016

Date Prepared: December 2, 2015

Contract No.:

DHS-DVR-

(As Applicable)

POSITION NO.	POSITION TITLE	PROJECTED TIME ALLOCATION FOR PROJECT DURATION	WEEKLY & MONTHLY SALARY INCLUDING BUDGETED PAY INCREASES A	% OF TIME BUDGETED TO THE CONTRACT B	TOTAL SALARY BUDGETED TO THE CONTRACT A x B
1 JRS V1	Program Manager: 1/4/16 - 12/31/16	12 Months	6,299.00	10.00%	7,243.85
1 JRS IV	Program Coordinator: 1/4/16 - 12/30/16	12 Months	4,088.00	100.00%	47,012.00
1 JRS III	Employment Specialist/Counselor: 1/4/16 - 12/31/16	12 Months	3,779.00	100.00%	43,458.50
5 JRS III	Employment Specialist/Counselor: 4/1/16 - 8/31/16	5 Months	3,779.00	100.00%	94,475.00
1 Clerk	Clerk Typist: 4/1/16 - 9/30/16	6 Months	2,225.00	100.00%	13,350.00
TOTAL:					205,539.35
JUSTIFICATION/COMMENTS: Salaries effective January 1, 2016 reflect pay increases for HGEA BU 13.					

BUDGET JUSTIFICATION PROGRAM ACTIVITIES

Applicant/Provider: City & County of Honolulu, Dept. of Community Services -WorkHawai

RFP No.: _____

Period: 1/4/2016 to 12/31/2016

Date Prepared: 12/02/15

Contract No. : DHS-DVR-
(As Applicable)

DESCRIPTION	AMOUNT	JUSTIFICATION/COMMENTS
Participant and Staff Operational Supplies		Office supplies: Paper, envelopes, folders, pens, notebooks
Publication and Printing		Printing and publication of program related flyers, brochures, documents and forms.
Total:	1,500.00	

GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawaii Revised Statutes (HRS), or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

- 1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).
- 1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.
- The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.
- A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.
- Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.
- Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.
- 1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at

the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

- 1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.
- 1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

2. Documents and Files

- 2.1 Confidentiality of Material.
 - 2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - 2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.
- 2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.
- 2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the

PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

- 3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.
- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
- 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the

PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.

- 3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.
- 3.4.4 PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3.5 Personnel Requirements.

- 3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.
- 3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Modification and Termination of Contract

4.1 Modification of Contract.

- 4.1.1 In Writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.
- 4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.
- 4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

- 4.2 Termination in General. This Contract may be terminated in whole or in part because of a reduction of funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, or (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

- 4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. Indemnification

- 5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
- 5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

6. Publicity

- 6.1 Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.
- 6.2 PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

7. Miscellaneous Provisions

- 7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.
- 7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings,

promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.

- 7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

8. Confidentiality of Personal Information

8.1 Definitions.

8.1.1 Personal Information. "Personal Information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

- 1) Social Security number;
- 2) Driver's license number or Hawaii identification card number; or
- 3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

8.1.2 Technological Safeguards. "Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

8.2 Confidentiality of Material.

8.2.1 Safeguarding of Material. All material given to or made available to the PROVIDER by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the PROVIDER and shall not be disclosed without the prior written approval of the STATE.

8.2.2 Retention, Use, or Disclosure. PROVIDER agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

8.2.3 Implementation of Technological Safeguards. PROVIDER agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

8.2.4 Reporting of Security Breaches. PROVIDER shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

8.2.5 Mitigation of Harmful Effect. PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER because of a use or disclosure of personal information by PROVIDER in violation of the requirements of this paragraph.

8.2.6 Log of Disclosures. PROVIDER shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by PROVIDER on behalf of the STATE.

8.3 Security Awareness Training and Confidentiality Agreements.

8.3.1 Certification of Completed Training. PROVIDER certifies that all of its employees who will have access to the personal information have completed training on security awareness topics related to protecting personal information.

8.3.2 Certification of Confidentiality Agreements. PROVIDER certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

- 1) The personal information collected, used, or maintained by the PROVIDER will be treated as confidential;
- 2) Access to the personal information will be allowed only as necessary to perform the Contract; and
- 3) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

8.4 Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by PROVIDER of this paragraph by PROVIDER, the STATE may at its sole discretion:

- 1) Provide an opportunity for the PROVIDER to cure the breach or end the violation; or
- 2) Immediately terminate this Contract.

In either instance, the PROVIDER and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

8.5 Records Retention.

- 8.5.1 Destruction of Personal Information. Upon any termination of this Contract, PROVIDER shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- 8.5.2 Maintenance of Files, Books, Records. The PROVIDER and any subcontractors shall maintain the files, books, and records, that relate to the Contract, including any personal information created or received by the PROVIDER on behalf of the STATE, and any cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.

**GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
TABLE OF CONTENTS**

		<u>Page(s)</u>
1.	Representations and Conditions Precedent.....	1
1.1	Contract Subject to the Availability of State and Federal Funds.....	1
1.1.1	State Funds.....	1
1.1.2	Federal Funds.....	1
1.2	Representations of the PROVIDER.....	1
1.2.1	Compliance with Laws	1
1.2.2	Licensing and Accreditation	1
1.3	Compliance with Laws	1
1.3.1	Smoking Policy.....	1
1.3.2	Drug Free Workplace.....	1
1.3.3	Persons with Disabilities.....	2
1.3.4	Nondiscrimination.....	2
1.4	Insurance Requirements.....	2
1.5	Notice to Clients	2
1.6	Reporting Requirements	3
1.7	Conflicts of Interest.....	3
2.	Documents and Files	3
2.1	Confidentiality of Material	3
2.1.1	Proprietary or Confidential Information	3
2.1.2	Uniform Information Practices Act	3
2.2	Ownership Rights and Copyright.....	3
2.3	Records Retention.....	3
3.	Relationship between Parties.....	4
3.1	Coordination of Services by the STATE	4
3.2	Subcontracts and Assignments	4
3.3	Change of Name	4
3.4	Independent Contractor Status and Responsibilities, Including Tax Responsibilities	4
3.4.1	Independent Contractor.....	4

3.4.2	Contracts with other individuals and entities.....	4
3.4.3	PROVIDER's employees and agents.....	5
3.4.4	PROVIDER's Responsibilities	5
3.5	Personnel Requirements.....	6
3.5.1	Personnel.....	6
3.5.2	Requirements	6
4.	Modification and Termination of Contract.....	6
4.1	Modifications of Contract.....	6
4.1.1	In writing.....	6
4.1.2	No oral modification	6
4.1.3	Tax clearance	6
4.2	Termination in General	6
4.3	Termination for Necessity or Convenience	7
4.4	Termination by PROVIDER.....	7
4.5	STATE's Right of Offset.....	7
5.	Indemnification	7
5.1	Indemnification and Defense	7
5.2	Cost of Litigation	7
6.	Publicity	8
6.1	Acknowledgment of State Support	8
6.2	PROVIDER's publicity not related to contract	8
7.	Miscellaneous Provisions.....	8
7.1	Nondiscrimination.....	8
7.2	Paragraph Headings	8
7.3	Antitrust Claims	8
7.4	Governing Law	8
7.5	Conflict between General Conditions and Procurement Rules.....	8
7.6	Entire Contract	8
7.7	Severability	9
7.8	Waiver.....	9

7.9	Execution in Counterparts.....	9
8.	Confidentiality of Personal Information.....	9
8.1	Definitions.....	9
8.1.1	Personal Information.....	9
8.1.2	Technological Safeguards.....	9
8.2	Confidentiality of Material	10
8.2.1	Safeguarding of Material	10
8.2.2	Retention, Use, or Disclosure	10
8.2.3	Implementation of Technological Safeguards	10
8.2.4	Reporting of Security Breaches	10
8.2.5	Mitigation of Harmful Effect	10
8.2.6	Log of Disclosures	10
8.3	Security Awareness Training and Confidentiality Agreements.....	10
8.3.1	Certification of Completed Training.....	10
8.3.2	Certification of Confidentiality Agreements	10
8.4	Termination for Cause	11
8.5	Records Retention.....	11
8.5.1	Destruction of Personal Information.....	11
8.5.2	Maintenance of Files, Books, Records	11



STATE OF HAWAII

SPECIAL CONDITIONS

1. DELETION OF PORTIONS OF CONTRACT

For purposes of this Contract, paragraphs F and G of the Contract are deleted.

For purposes of this Contract, the following documents are not required since this is a contract between or among government agencies:

- a. Certificate of Exemption from Civil Service
- b. Standards of Conduct Declaration
- c. Providers Acknowledgement

For purposes of this Contract, 1. Scope of Services have been modified. A Request for Proposal (RFP) and the PROVIDER's Proposal are not incorporated in this Contract since this is a contract between or among government agencies.

2. DELETION OF GENERAL CONDITIONS

For purposes of the Contract, the following General Conditions are deleted and have no operative effect between parties since this contract is between or among government agencies:

- a. Paragraph 1.4 – Insurance Requirements
- b. Paragraph 2.2 – Ownership Rights and Copyright
- c. Paragraph 3.4.3 – Provider's Employees and Agents
- d. Paragraph 3.4.4, subparagraphs 4 and 5 related to general excise tax and employee related insurance.
- e. Paragraph 4.1.3 – Tax Clearance
- f. Paragraph 5.1 – Indemnification and Defense
- g. Paragraph 5.2 – Cost of Litigation

3. MODIFICATION OF GENERAL CONDITIONS

For the Purpose of this Contract, General Condition 3.4.4 is hereby modified by addition of the following:

The PROVIDER's liability shall be to the extent permitted by HRS Chapters 661 and 662, as amended and approved by the Hawaii Legislature.

4. PUBLIC ANNOUNCEMENTS

All Public Announcements must be approved by the STATE. The PROVIDER must comply with the following conditions under Division H, Title V, Section 505 of Public Law 113-76, Consolidated Appropriations Act, 2014. When issuing statements, press releases, and other documents describing projects or programs related to this Contract, the PROVIDER shall clearly state:

- a. the percentage of the total costs of the program or project which will be financed with Federal money
- b. the dollar amount of Federal funds for the project or program; and
- c. percentage and dollar amount of the total costs of the project or program that will be financed by non-government sources.